

SALEM COUNTY IMPROVEMENT AUTHORITY

RESOLUTION 2021-119

December 9, 2021

**RESOLUTION OF THE SALEM COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING THE PURCHASE OF A TANA E520 LANDFILL COMPACTOR
THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE
PURCHASE AGREEMENT PURSUANT TO N.J.S.A 52:34-6.2(b)(3) AFTER
PUBLICATION OF A PUBLIC NOTICE OF SAID INTENT TO PURCHASE**

WHEREAS, The Salem County Improvement Authority ("SCIA") has a need to replace the landfill compactor it is presently using due to its unreliability and excessive "out of service" time; and

WHEREAS, SCIA is permitted to join national cooperative purchasing agreements under the authority of N.J.S.A. 52:34-6.2(b)(3) for the purpose of purchasing goods and services; and

WHEREAS, SCIA, pursuant to Resolution 2021-108 adopted on November 10, 2021, joined the Houston-Galveston Area Council Cooperative Purchasing Agreement ("HGAC Cooperative Purchasing Agreement") for the purpose of purchasing goods and services such as the proposed purchase of a landfill compactor; and

WHEREAS, SCIA has done a due diligence inquiry and cost savings analysis regarding the purchase of a Tana E520 Landfill Compactor (the "Tana" or "Machine") from Groff Tractor Mid Atlantic, LLC ("Mid Atlantic") through the HGAC Cooperative Purchasing Agreement; and

WHEREAS, SCIA has determined that there is a cost savings by purchasing the Tana from Mid Atlantic through the HGAC Cooperative Purchasing Agreement, when considering all factors, including but not limited to: the cost of the Tana and added features, charges for service, material and delivery, significant costs incurred for prior negative experiences with the previous landfill compactor machines, the avoidance of "out of service" time regarding the machine's use, the availability of the Tana for immediate delivery and use, the extended warranty terms, the availability of prompt service and such other factors deemed by SCIA to be in the best interest of the Authority and the public; and

WHEREAS, SCIA intends to enter into a contract to purchase a new Tana from Mid Atlantic through the HGAC Cooperative Purchasing Agreement, in accordance with the sales order proposal submitted by Mid Atlantic. The contract, warranty and guarantee documents are attached hereto and made a part of this resolution as Exhibit A. A copy of the contract for purchase and all supporting documents are on file at the SCIA offices and may be viewed by the public during regular business hours; and

WHEREAS, SCIA is required to provide public notice of the intent to enter into a contract to purchase when purchasing through a national cooperative under the terms and conditions presented herein and provide interested parties with the opportunity to comment,

object and/or provide alternative approaches prior to finalizing the purchase, for a period of ten (10) days. A copy of the proposed notice is attached hereto and made a part of this Resolution as Exhibit B; and

WHEREAS, in the event the ten (10) day period passes without comment, objection or alternative approaches, SCIA authorizes the Executive Director and/or Board Chairman to proceed with the purchase of the Tana. In the event comment, objection or alternative approaches are served upon SCIA within the ten (10) period, the matter will be returned to the Board for discussion, determination and/or action; and

WHEREAS, funds are available in the full amount of the purchase price of the Tana and same have been certified by the Certifying Financial Officer:

Account Number	Amount	Department Description
60-00-000200	\$1,263,948.00	Equipment Purchases

NOW, THEREFORE, BE IT RESOLVED by SCIA as follows:

1. The Executive Director is hereby authorized and directed to publish the public notice, attached hereto as Exhibit B in the official newspaper of SCIA; and

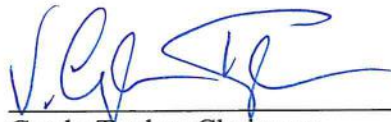
2. In the event no comment, objection or alternative approaches are served upon SCIA, at the SCIA offices located at 286 Welchville Road, Alloway, New Jersey 08001, within ten (10) days of the publication of the public notice, the Executive Director and/or the Board Chairman are authorized and directed to sign all documents and take all actions necessary to enter into the contract for the purchase of the Tana E520 Landfill Compactor, said contract being attached hereto as Exhibit A; and

3. In the event comment, objection or an alternative approach is served upon SCIA within the ten (10) day time period as outlined in paragraph 2 above and contained in the public notice, the matter shall be returned to the SCIA Board for further discussion, determination and/or action.

ATTEST



Steven DiMatteo, Alt. Secretary/Treasurer



Cordy Taylor, Chairman

CERTIFICATION

I hereby certify the above to be a true copy of a resolution adopted by the Salem County Improvement Authority Board at their regular meeting held December 9, 2021.



Steven DiMatteo, Secretary/Treasurer

**ADDENDUM TO
SALES ORDER, WASTE COMPACTION GUARANTEE AND TANA E SERIES LANDFILL
COMPACTOR STANDARD AND EXTENDED WARRANTY TERMS**

THIS ADDENDUM made this ____ day of _____, 2021, **BY AND AMONG**, the Salem County Improvement Authority, (hereinafter referred to as "SCIA" or "Buyer"), Tana North America, Ltd. & Humdinger Equipment Ltd., (hereinafter referred to as "Tana" or "Manufacturer") and Groff Tractor Mid Atlantic, LLC (hereinafter referred to as "Mid Atlantic" or "Seller"); and collectively referred to as the "Parties".

EQUIPMENT: Tana E520 Landfill Compactor, Serial Number: _____
(hereinafter the "Compactor")

IT IS UNDERSTOOD AND AGREED BY AND AMONG THE PARTIES, that the Sales Order, Waste Compaction Guarantee and the Tana E Series Landfill Compactor Standard and Extended Warranty Terms (the "Agreements") shall be amended as follows and to the extent that any language herein differs from the Agreements, the language in this Addendum shall control.

1. Mid Atlantic and/or Tana shall respond to calls for service on the Compactor when out of service within 24 hours of a call for service, Monday through Friday, exclusive of holidays; and

2. Mid Atlantic and/or Tana shall respond to calls for scheduled maintenance on the Compactor within four (4) business days, Monday through Friday, exclusive of holidays; and

3. All repair and maintenance work shall be completed on site at the Salem County Improvement Authority unless otherwise approved in writing, in advance by SCIA; and

4. In the event repairs are required to be done off site, Mid Atlantic and/or Tana shall be responsible for the payment of all transportation costs; and

5. In the event any warranty repairs cannot be performed or completed within three (3) business days, exclusive of holidays, SCIA's extended warranty shall be extended an additional 1.5 days for each day the Compactor is out of service, beginning at the loss of service and ending when the Compactor is back in service.

6. **IN ALL OTHER RESPECTS** the Agreements shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the date first above written.

SIGNED AND AGREED TO BY:

Groff Tractor Mid Atlantic, LLC

Date: _____

By: _____ (L.S.)

**Tana North America, Ltd. & Humdinger
Equipment Ltd.**

Date: _____

By: _____ (L.S.)

Salem County Improvement Authority

Date: 12/10/21

Julie A. Axta
By: _____ (L.S.)

EXHIBIT A

**SALEM COUNTY IMPROVEMENT AUTHORITY
PUBLIC NOTICE**

**NOTICE OF INTENT TO AWARD CONTRACT UNDER A NATIONAL COOPERATIVE
PURCHASING AGREEMENT WITH THE HOUSTON-GALVESTON AREA COUNCIL
COOPERATIVE PURCHASING AGREEMENT**

The Salem County Improvement Authority ("SCIA") pursuant to Resolution 2021-108 adopted on November 10, 2021, has joined the Houston-Galveston Area Council Cooperative Purchasing Agreement for the purpose of purchasing goods and services. SCIA is permitted to join national cooperative purchasing agreements under the authority of N.J.S.A. 52:34-6.2(b)(3).

SCIA intends to enter into a contract to purchase a new Tana E520 Landfill Compactor from Groff Tractor Mid-Atlantic, LLC ("Mid Atlantic") through the Houston-Galveston Area Council national cooperative, in accordance with the sales order proposal submitted by Mid Atlantic.

Information regarding the contract may be found at the offices of SCIA located at 286 Welchville Road, Alloway, New Jersey 08001, Monday through Friday, 8:00am to 4:00pm, as well as, on the SCIA website at: www.scianj.com

Interested parties have a period of ten (10) days from the date of publication of this notice to serve comments upon SCIA. Any comments **must** be delivered to SCIA at its office as set forth above within the ten (10) day time period.

EXHIBIT B



Mid Atlantic

☒ **VINELAND**
551 N. HARDING HWY
VINELAND, NJ 08360
856-697-1414

SALES ORDER

☐ **FREEHOLD**
212 MONMOUTH RD.
FREEHOLD, NJ 07728
732-780-4600

☐ **TOTOWA**
200 BOMONT PLACE
TOTOWA, NJ 07512
973-785-4900

For Everything Under Construction

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Salem County Imp Authority

286 Welchville Road

Alloway NJ 08001

TERMS: ☒ CASH ☐ FINANCE

FINANCE CO: RATE TERM
Net 30

SPECIAL FINANCING TERMS: Municipal - HGAC 2021

REQ. DELIVERY DATE: ☐ CUSTOMER PICKUP ☒ DEALER DELIVERY
SOLD BY BOB T

Date November 30 Account Number County Salem Contact Person Julie A Acton Phone Customer P.O. #

QTY	N- NEW U- USED R- RENTAL	MANUFACTURER	MODEL	SERIAL NUMBER	STOCK NO.	PRICE
1	New	TANA	E520 Landfill Compactor	AT1299	EQ55778	\$1,074,682.00
				5YR/10000HR TANA WARRANTY		\$55,301.00
		GTMA	OPTION A	EXTENDED SERVICE PLAN 5YR/10,000HR		\$133,965.00

<SPECIAL INSTRUCTIONS>

TANA E520 LANDFILL COMPACTOR

TANA CENTRAL LUBE SYSTEM, TRACTION CONTROL, TOWING ANCHORS, CENTRI PRE CLEANER, STANDARD BACK UP CAMERA
CONSIGNED CONTAINER & PARTS, HEATED MIRRORS, WORKING LIGHTS - ON SIDE, FIRE SUPPRESSION SYSTEM,
WEBASTO-ENGINE & HYDRAULIC PRE HEATER, UPGRADED RAILING SYSTEM A, TARPOMATIC HYDRAULIC UPGRADE
EXTEND STANDARD WARRANTY TO 5 YEARS / 10,000 HOUR FULL MACHINE
FACTORY SERVICE PLAN OPTIONS - GTMA WILL PERFORM ALL PM SERVICES FOR 5 YEARS / 10,000 HOURS

Freight to Salem County Improvement Authority and Assembly Included

TRADE-INS Purchaser hereby bargains, sells and conveys unto Seller the following described Trade-In Equipment and warranties and certifies it to be free and clear of liens, encumbrance, and security interests except to the extent below.					1. SALE PRICE	\$1,263,948.00
					2. FREIGHT	\$0.00
YEAR	MAKE	MODEL	SERIAL NUMBER	TRADE AMOUNT	3. SUBTOTAL	\$1,263,948.00
				\$0.00	4. LESS TRADE	\$0.00
					5. RENTS PAID	
					6. ADJUSTED PRICE	\$1,263,948.00
					7. SALES TAX 0.000%	\$0.00
					8. FED EXCISE TAX	
					9. DOC. FEES	\$0.00
					9. TOTAL COST	\$1,263,948.00
					10. CASH DOWN PAYMENT	
					11. BALANCE DUE (PURCHASE)	\$1,263,948.00
					12. OUTSTANDING BAL. OF TRADE	\$0.00
					13. TOTAL UNPAID BALANCE	\$1,263,948.00

☐ CASE PRO CARE: _

WARRANTIES:

☒ NEW (mfg) Extended 5yr/ 10,000hr TANA ☐ USED-AS IS: No warranty expressed or implied
☐ OTHER: Terms & Conditions

*ALL WARRANTIES, IF ANY BY A MANUFACTURER OR SUPPLIER OTHER THAN THE DEALER ARE THEIR WARRANTIES, NOT THE DEALERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE ON ALL GOODS AND SERVICES SOLD BY DEALER AND ON ALL USED PRODUCTS WHICH ARE HEREBY SOLD "AS IS- NOT EXPRESSLY WARRANTED OR GUARANTEED". ALL WARRANTY REPAIRS MADE UNDER THIS AGREEMENT WILL BE MADE AT THE GROFF TRACTOR NEW JERSEY, LLC SERVICE FACILITY. THE CUSTOMER IS RESPONSIBLE FOR ALL HAULING CHARGES TO AND FROM THE GROFF FACILITY.

1. Read this contract before you sign it.
2. You are entitled to and exact and completely filled in copy of this contract when you sign it. Keep it to protect your legal rights.
3. Purchaser acknowledges receipt of a fully completed copy of this contract and Purchaser waives notice of the acceptance or rejection of this order by the seller.
4. The additional terms and conditions set forth on the reverse side are a part of this contract and are incorporated herein by reference.
5. Seller retains a security interest in the purchased goods until the price is fully paid.

Accepted for GROFF TRACTOR MID ATLANTIC, LLC

Purchased by: Salem County Improvement Authority
Company Name

BY:

Groff Tractor NJ Signature

Title

Date

X: Julie A Acton 12/10/21
Purchaser Signature Title Date

For and on behalf of the

1. PRICES: All Prices quoted herein are exclusive on and City, State or Federal taxes on manufacture, sales, use and the like. Whenever applicable, the buyer shall be solely responsible for payment thereof.

3. SECURITY INTEREST: Seller shall retain a security interest in the equipment delivered hereunder until the total selling price, including taxes, delivery and other charges, is paid in full by buyer. Buyer agrees to sign and deliver to seller any additional security agreement required by seller. Buyer hereby appoints seller as buyer's agent to sign and cause to be filed on behalf of buyer any and all financing statements deemed necessary by seller to perfect the security interest granted by buyer to seller hereunder.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE AFORESTATED OBLIGATION ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS AGREEMENT, UNLESS OTHERWISE EXPRESSLY STATED ON THE FACE OF THIS FORM. USED PRODUCTS ARE SOLD ON AN "AS IS" BASIS AND THERE IS NO IMPLIED WARRANTY OR MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, UNLESS OTHERWISE EXPRESSLY STATED ON THE FACE OF THIS FORM.

BUYER AGREES TO INDEMNIFY AND HOLD TO SELLER HARMLESS FROM AND AGAINST ALL LIABILITY AND EXPENSES BASED UPON DAMAGE TO PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING OUT OF OR ATTRIBUTABLE TO THE USE OF SAID MACHINERY, LIMITED TO THE NEGLIGENT ACTS OR ADMISSIONS OF SCIA, ITS EMPLOYEES, AGENTS AND /OR SERVANTS.

6. DELAYS: Seller may not be liable for loss or damage due to delay in delivery, resulting from any cause beyond seller's reasonable control including, but not limited to, acts of God, acts of omissions of the buyer, acts of civil or military authority, fires, strikes, factory shutdowns or alterations, embargos, war, riot or delay in transportation.

8. CANCELLATION: Buyer may cancel its order, reduce quantities, revise specifications or extend schedules only by mutual agreement as to reasonable and proper cancellation charges which shall take into account expenses already incurred and commitments made by the seller against any loss resulting there from.

INITIALS: *ji*

**TANA E SERIES LANDFILL COMPACTOR 3 YEAR / 5,000 HOURS STANDARD WARRANTY TERMS
OR TANA E SERIES LANDFILL COMPACTOR EXTENDED WARRANTY TERMS**

TANA E520 ECO S/N AT1299 WARRANTIED HOURS 10,000 OR WARRANTIED Five (5) YEARS

Tana North America, Ltd. (Tana) hereby warrants that products, sold by the company, are free from defects in terms of raw materials and workmanship.

Warranty periods

Warranty period starts from the date of commissioning, however at latest six (6) months after delivered from the factory, if not approved otherwise by TANA. Standard warranty period for new landfill compactors is thirty-six (36) months or 5,000 hours, whichever comes first. Extended warranty periods are stated above in hours or years, whichever comes first.

TANA responsibilities

If a defect in material or workmanship is found during the warranty period, Tana will, during normal working hours and at a place of business of TANA or a TANA dealer or other source approved by TANA

- Provide (at Tana's choice) new, remanufactured, or Tana approved repaired parts or assembled components needed to correct the defect.
- Provide reasonable and customary labor needed to correct the defect during normal business days and hours.
- Replace the oil, filters, coolant liquid and other consumables made unusable by the defect.
- Product coverages during standard warranty period
 - Powertrain includes engine, hydrostatic pumps, motors, and gearboxes 5 Year / 10,000 Hours
 - Electronics, Hydraulics, Wire Harnesses, A/C & Heating, and Cooler Package 5 Year / 10,000 Hours
 - Structures 5 Year / 10,000 Hours
 - Full width drum teeth wear warranty – See Appendix A Prorated 10,000
 - Wire or Cable Wrap Warranty – see Appendix B Hours 10,000 Hours

User responsibilities

The user is responsible for:

- Handle the machine with care and following promptly all instructions given in operating and maintenance manuals, current maintenance checkoff lists, by machine's control system, and by TANA and/or TANA's dealer.
- Performance of required maintenance and items replaced due to normal wear and tear
- Using only original spare and maintenance parts delivered by TANA and using only authorized TANA service contractor on maintenance and repairs.
- Making machine available for dealer's inspection and oil sampling at 1,000 operating hours or as requested
- Giving timely notice of a warrantable failure and promptly making the machine available for repair.
- Allowing TANA and TANA's local dealer access to all electronically stored data and assist TANA, TANA's dealer or TANA authorized service contractor on Online-troubleshooting.
- Carrying all other cost not stated under TANA responsibilities including carrying all local taxes if applicable.
- DEF tank damage caused by vent line plugging.
- Cost to investigate complaints, unless the problem is caused by a defect in TANA's material or workmanship.
- Performance of TANA SMART SITE system, including connection, during the whole warranty period.
- Consumables, preventative maintenance kits, oils, filters, coolant, grease, fuel, DEF Fluid, anti-freeze, drum fluids, batteries, lights, glass, all hoses, all belts, all rubber components, debris guard covers, wiper blades, steering bumpers, fuses, etc.
- Wear items, including, but not limited to, drum cone, drum teeth, drum scraper bars, drums scraper bar parts, wire cutters, belts, cylinder seal kits, cylinder rods, cylinder bearings, rubber steering stops, etc.
- Articulation joint parts are considered wear items; therefore, are not covered under warranty except for a problem caused by a defect in TANA's material or workmanship.
- Completing daily and routine maintenance as describe in the operations and service manuals of Tana and Cummins Extended warranty coverage. Documentation for daily and routine maintenance must be maintained and provided to Tana within thirty (30) days of the service.

Neglect in any of the user responsibilities may lead to void or limitation of warranty.

Limitations

TANA is not responsible for

- Any indirect or consequential damages or losses.
- Impact of foreign objects, vandalism or fire which is not caused by a defect in the machinery.
- Natural wear and tear, corrosion or contamination.
- The transport and transfer costs of the machine.
- Faults that have resulted from overheating or freezing.
- Failures resulting from any use or installation that TANA considers improper, in the exercise of its commercially reasonable judgement.
- Failures resulted from attachments, accessory items, and parts not sold or approved by TANA.
- Failures resulting from abuse, neglect and/or improper storage or repair, neglect of service, or neglect of alarms.
- Failures resulting from user's delay in making the product available, for repair, after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments, and unauthorized setting changes.
- Damage caused by debris, abuse, neglect of service, or neglect of alarms. Alarms not being cured while operating the unit, including, but not limited to temperature alarms, low fluid alarms, low pressure alarms, etc.
- Failure to observe the operating, maintenance and special instructions.
- Failure of customer to properly clean cooling system.
- Parts, which can be repaired or corrected with minimum action such as changing seals, tightening or adjustment etc.
- Damage and wear caused by off trash transportation of unit. If unit is transferred to and from a workshop area, it must be on a soft road that allows a minimum of two (2) inch of tooth penetration.

Additional Extended Warranty Terms Beyond Standard Warranty Term

- Tana will pay for all parts and labor needed to repair the damage to the engine resulting from a Covered Failure.
- When it is necessary for mechanics to make on-site Warranty repairs, Tana will pay reasonable travel expenses to travel to and from the site of failure.
- Tana will not be responsible for failures caused by incorrect oil, fuel, diesel exhaust fluids or by water, dirt, or other contaminants in the fuel, oil or diesel exhaust fluid.
- Owner is responsible for the costs to investigate complaints, unless the complaint is determined to be due to a Covered Failure.
- Engines with an emissions certification of EPA Tier 4 Interim / Final must be operated using only diesel fuel having no more than the corresponding maximum sulfur content. Failure to use the specified fuel as listed in the Cummins Fuel Bulletin #3379001 Table 1 (Cummins Inc. Required Diesel Fuel Specifications) can damage engine and aftertreatment system within a short period of time. This damage could cause the engine to become inoperable and failures attributable to the use of incorrect fluids will be denied warranty coverage. Fuel specifications also need to comply with local fuel regulations (ASTM D975 for North America) for warranty eligibility.
- Tana is not responsible for failures resulting from unauthorized modifications or alterations to the Engine or adjustments that substantially alter the Engine's operating characteristics. Failures, other than those resulting from defects in material or factory workmanship, are not covered by this Plan.
- Tana is not responsible for failures or damage resulting from what Tana determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; over-fueling; over-speeding; lack of maintenance of cooling, lubricating or intake systems; improper storage, starting, warmup, run-in or shutdown practices; unauthorized modifications to the Engine.
- Tana is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.
- This Plan does not apply to belts, hoses or accessories supplied by Cummins which bear the name of another company. This category includes, but is not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, steering pumps, non-Cummins fan drives, Engine compression brakes and air compressors.
- Coverage under this Plan expires after the first three years on Cummins accessories or maintenance components including, but not limited to: fuel injectors, injection and fuel pumps, STC hydraulic tappets, STC oil control valves, turbochargers, air compressors, fan clutches, water pumps, fan hubs, fan idler pulley assemblies, belt tensioners and vibration dampers. These components are considered to be maintenance items after three years.
- Cummins branded starters and alternators have Coverage for the first two years or 2,000 hours, whichever occurs first, regardless of the Engine family.
- Aftertreatment component failures are not covered by this Plan unless the additional aftertreatment warranty has been included. The 3 Year / 5,000 Hour Warranty Terms include the aftertreatment warranty plan. Certificates must be provided by Customer for coverage. See Appendix C for the aftertreatment warranty terms.
- Parts used to repair a Covered Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Tana is not responsible for failures resulting from the use of parts not supplied by Cummins.
- A new Cummins or Cummins approved rebuilt part used to repair a Covered Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.
- Blowby is not covered under this Plan.
- Tana does not cover wear parts.
- Tana is not responsible for incidental or consequential damages.
- Hydrostatic pumps, motors, and gearboxes are only available on extended warranty plans up to 10,000 hours.
- Except for the applicable standard warranty, the warranty set forth herein is the sole warranty made by Tana through Cummins in regard to the engine. Tana makes no other warranties, express or implied, or of merchantability or fitness for a particular purpose.
- Oil samples are required every 500 hours for engine oil, hydraulic oil, and gear oil on units under extended warranty plans or total maintenance and repair contracts if requested by TANA.

Powertrain warranties include the engine, hydrostatic gear boxes, hydrostatic motors, and hydrostatic pump.

The warranty claim must be submitted in writing within 30 days from the correction of the fault or repair. Tana is not obliged to process warranty claims submitted later than the said 30 days. By doing this, the party otherwise entitled to compensation shall waive its right to appeal to the warranty, due to demonstrated passivity. All faulty and damaged parts shall be kept for six (6) months by the customer or distributor. The parts shall be delivered to Tana on request, carriage prepaid. The carriage for any parts returned on Tana request shall be reimbursed in the case of a warrantable failure.

These terms of warranty replace all previous explicit or other commercial warranties based on established practices including any guarantees for machine applicability for (a) special purpose(s). The compensation on the basis of this warranty is limited to only the cost of materials, as specified herein. Tana is not responsible for any consequential damages or losses.

Salem County
Customer name: Improvement + Auth Date: 12/10/21 Customer email: jacton@scianj.org

Customer phone: (856) 935-7900 Signature: Julie A. Acton
ext. 15 Executive Director



APPENDIX A

PRO-RATED TIP WEAR LIFE GUARANTEE

10,000 HRS OR FIVE (5) YEARS

TANA E 520 ECOS/N AT1299

Tana North America, Ltd (Tana) hereby warrants that the Tana E Series compactor twin drum big foot tooth teeth will last 10,000 operational hours. The warranty period is either the number of years stated above or the number of hours operated, whichever occurs first. The warranty is valid for the first owner (hereafter the Customer) of the machine only. The warranty period starts from the date of start-up inspection at the first end user. Any liability whatsoever to any party other than the first end user is expressly disclaimed. The warranty is only valid for those machines for which both the Delivery Inspection & Commissioning Report and the Warranty Service Report at the initial 50 operating hours' service have been duly filled in and returned to Tana, within 30 days of Tana providing the same to Customer. The warranty period of the parts changed during the warranty period of the machine shall finish at the end of the warranty period of the machine itself.

- If a tooth is worn to a height of 4" from the top of the drum surface during the above warranty period, Tana shall:
 - At its absolute discretion, either provide a new tooth, resurface, or add a tooth cap to correct the fault;
 - Pay customary freight expenses to the address of the authorized representative; excluding custom or other tax-like charges.
 - Pay reasonable costs of labor required for dismantling and fitting of the replacement part during normal working hours.

The Customer shall be responsible for:

- The transport and transfer costs of the machine to designated work area;
- Any other costs not mentioned in the Tana responsibilities.
- Pay the price of the parts and labor to install the new tooth, resurface, or added tooth cap adjusted down by the percentage of hours the unit has incurred. (i.e. If a tooth cost \$100 for parts and labor and it needs replaced at 4,000 hours, the customer would pay \$40 (4,000/10,000*\$100) for the new tooth)
- The payment of all local taxes;
- The immediate notification of such fault covered by the warranty.

Tana cannot and shall not be held liable for faults, which have resulted from:

- Improper use of the machine, negligence and/or incorrect repair work undertaken by the Customer;
- Impact of foreign objects, vandalism or fire;
- Failure to observe the operating, maintenance and special instructions.
- Any parts or components manufactured or supplied by third parties or damage caused by such parts or components to the compactor.

The warranty claim must be submitted in writing. It shall be drawn up by the authorized local representative of Tana, and must be forwarded to Tana no later than 30 days from the correction of the fault or repair. Tana is not obliged to process warranty claims submitted later than the said 30 days. By doing this, the party otherwise entitled to compensation shall waive its right to appeal to the warranty, due to demonstrated passivity. All faulty and damaged parts shall be kept for six (6) months by the customer. The parts shall be delivered to Tana on request, carriage prepaid. The carriage for any parts returned on Tana request shall be reimbursed in the case of a warrantable failure.

These terms of warranty replace all previous explicit or other commercial warranties based on established practices including any guarantees for machine applicability for (a) special purpose(s). The compensation on the basis of this warranty is limited to only the cost of materials, as specified herein. Tana is not responsible for any consequential damages or losses.

Salem County
Customer name: Improvement Auth. Date: 12/10/21 Customer email: jackson@scianj.org
Customer phone: (856) 935-7900 Signature: Julie A. Boston
ext. 15 Executive Director

APPENDIX B

WIRE OR CABLE WRAP STRUCTURE WARRANTY

10,000 HRS OR 5 YEARS

TANA E 520 ECO S/N AT1299

Tana North America, Ltd (Tana) hereby warrants the following for a period of five (5) years or 10,000 hours, whichever occurs first:

1. Wheel/Drum Inner Drum
2. Wheel/Drum Side Wall (Inner Cone)
3. Welds attaching Cones to Drums
4. Planetary or Planetary Shaft Seals
5. Axle Structure

This warranty guarantees repair or entire replacement of any listed component damaged by wire, cable or other foreign debris trapped between the drums and the frame of the compactor. Exercise of this warranty and its extent by Tana North America, Ltd., or its representative shall be at the discretion of Tana North America, Ltd. All expenditures made to exercise this warranty are the responsibility of Tana North America, Ltd. excluding consequential damages, lost production, etc.

The Customer shall be responsible for:

- The transport and transfer costs of the machine to designated work area;
- Any other costs not mentioned in the Tana responsibilities.
- The payment of all local taxes;
- The immediate notification of such fault covered by the warranty.

Tana cannot and shall not be held liable for faults, which have resulted from:

- Improper use of the machine, negligence and/or incorrect repair work undertaken by the Customer;
- Natural wear, corrosion or contamination;
- Impact of foreign objects, vandalism or fire;
- Failure to observe the operating, maintenance and special instructions.
- Any parts or components manufactured or supplied by third parties or damage caused by such parts or components to the compactor.

The warranty claim must be submitted in writing. It shall be drawn up by the authorized local representative of Tana, and must be forwarded to Tana no later than 30 days from the correction of the fault or repair. Tana is not obliged to process warranty claims submitted later than the said 30 days. By doing this, the party otherwise entitled to compensation shall waive its right to appeal to the warranty, due to demonstrated passivity. All faulty and damaged parts shall be kept for six (6) months by the customer. The parts shall be delivered to Tana on request, carriage prepaid. The carriage for any parts returned on Tana request shall be reimbursed in the case of a warrantable failure.

These terms of warranty replace all previous explicit or other commercial warranties based on established practices including any guarantees for machine applicability for (a) special purpose(s). The compensation on the basis of this warranty is limited to only the cost of materials, as specified herein. Tana is not responsible for any consequential damages or losses.

Salem County
Customer name: Improvement Auth. Date: 12/10/21 Customer email: jacton@scianj.org
Customer phone: (856) 935-7900 Signature: Julie A. Astor
ext. 15



From Waste to Value

APPENDIX C

AFTERTREATMENT WARRANTY

TANA E 520 ECO S/N AT1299

Coverage

This Extended Coverage Plan (Plan) includes Parts, Labor and Travel and is available to be purchased for all eligible Cummins diesel Engines used in industrial applications marketed for use worldwide under the trademark "Cummins".

This Plan covers failures of the following Aftertreatment Assembly which result, under normal use and service, from a defect in Cummins material or factory workmanship (Covered Failure):

Aftertreatment Differential Pressure Sensor Body	Aftertreatment Fuel Supply Line
Aftertreatment Differential Pressure Sensor Body Mounting Hardware	Catalytic Converter Particulate Filter
Aftertreatment Fuel Pressure Sensor O-Ring	Aftertreatment Differential Pressure Sensor Bracket
Aftertreatment Fuel Pressure Sensor Body	Decomposition Tube
Aftertreatment Temperature Sensor Connector	Aftertreatment Diesel Exhaust Fluid Dosing Unit
Aftertreatment / Exhaust Gas Temperature Sensor Body	Aftertreatment Diesel Exhaust Fluid Dosing Valve
Aftertreatment Wiring Pigtail	Aftertreatment Selective Catalyst Reduction (SCR) Catalyst
SCR/DPF Temperature Sensor Interface Module Mounting Hardware	NH3 Sensor Module
DPF Temperature Sensor Module	NH3 Sensor Probe
SCR Temperature Sensor Module	NOx Sensor Probe
Aftertreatment Injector and Fuel Lines	NOx Sensor Module
Aftertreatment Fuel Return Line	Aftertreatment Soot Sensor

This Plan begins at the expiration of the Cummins Base Engine Warranty period applicable to the Engine. Coverage ends at the time, miles (kilometers) or hours specified on the accompanying Certificate, whichever occurs first, **AS MEASURED FROM THE CUMMINS BASE ENGINE WARRANTY START DATE**.

Cummins Responsibilities

Cummins will pay for all parts, labor and travel needed to repair the damage to the Aftertreatment Assembly resulting from a Covered Failure.

Cummins will pay for the lubricating oil, antifreeze, diesel exhaust fluid, filter elements and other maintenance items that are not reusable due to a Covered Failure.

Cummins will pay reasonable labor costs for Engine removal and reinstallation when necessary to repair a Covered Failure.

Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine and Aftertreatment Assembly as specified in the applicable Cummins Operation and Maintenance Manual. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of this Plan, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Covered Failure and make the Engine available for repair by such facility. Owner is also responsible for delivering the Engine to the repair facility and for all associated towing or travel charges.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for the cost of lubrication oil, diesel exhaust fluid, antifreeze, filter elements, belts, hoses and other maintenance items provided during covered repairs unless such items are not reusable due to the Covered Failure.

Owner is responsible for the communication expenses, meals, lodging, rentals and similar costs incurred as a result of a Covered Failure. Owner is responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, passenger delays, all applicable taxes, all business costs and other losses resulting from a Covered Failure.

Owner is responsible for the cost to investigate complaints, unless the failure is caused by a defect in Cummins material or factory workmanship.

Limitations

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warmup, run-in or shutdown practices; unauthorized modifications to the Engine or Aftertreatment Assembly.

Cummins is not responsible for failures resulting from incorrect modifications or alterations to the Engine or Aftertreatment Assembly, or adjustments that significantly alter the Engine's operating characteristics. Failures, other than those resulting from defects in material or factory workmanship of Covered Parts, are not covered by this Plan.

APPENDIX C
Page 2

Cummins is also not responsible for failures caused by incorrect oil or fuel, by water, diesel exhaust fluid, catalytic reagent, dirt or other contaminants in the fuel, oil, diesel exhaust fluid, catalytic reagent or intake air system.

Parts used in repairs of a Covered Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not supplied by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Covered Failure under this Plan assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

This Plan is transferable to subsequent Owners of the Engine by notifying a Cummins Distributor within 90 days of the transfer of ownership.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

This Plan does not duplicate other Coverages applicable to the Engine.

Components not supplied by Cummins are not covered under this Plan.

Fees paid for this Plan are not refundable.

Coverage purchase must be documented on a Cummins Extended Warranty Certificate. The Certificate must be signed and dated by the customer.

CUMMINS DOES NOT COVER WEAR PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

EXCEPT FOR THE APPLICABLE STANDARD WARRANTY, THE WARRANTY SET FORTH HEREIN IS THE SOLE WARRANTY MADE BY CUMMINS IN REGARD TO THE ENGINE. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In the United States* and Canada, this Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Outside the United States* and Canada, in the case of consumer sales, in some countries the Owner has statutory rights which cannot be affected or limited by the terms of this Warranty.

Nothing in this Warranty excludes or restricts any contractual rights the Owner may have against third parties.

* United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.

Coverage ID: AT4

The warranty claim must be submitted in writing. It shall be drawn up by the authorized local representative of Tana, and must be forwarded to Tana no later than 30 days from the correction of the fault or repair. Tana is not obliged to process warranty claims submitted later than the said 30 days. By doing this, the party otherwise entitled to compensation shall waive its right to appeal to the warranty, due to demonstrated passivity. All faulty and damaged parts shall be kept for six (6) months by the customer. The parts shall be delivered to Tana on request, carriage prepaid. The carriage for any parts returned on Tana request shall be reimbursed in the case of a warrantable failure.

These terms of warranty replace all previous explicit or other commercial warranties based on established practices including any guarantees for machine applicability for (a) special purpose(s). The compensation on the basis of this warranty is limited to only the cost of materials, as specified herein. Tana is not responsible for any consequential damages or losses.

Salem County

Customer name: Improvement Auth. Date: 12/10/21 Customer email: jacton@scianj.org

Customer phone: (856) 935-7900 Signature: Julie A. Actor
ext. 15





December 08, 2021

ADDENDUM

Addendum to TANA E520 Series Landfill Compactor Standard and Extended Warranty Terms

Serial Number AT1299

Groff Tractor Mid Atlantic agrees to Warranty for an additional 2 years or 10,000 hours (whichever comes first) any repair or replacement of alternators and starters upon the expiration date of TANA/ Cummins standard warranty.

Groff Tractor Mid Atlantic agrees to Warranty for an additional 2 years or 10,000 hours (whichever comes first) any repairs or replacement of fuel injectors, injection and fuel pumps, STC hydraulic tappets, STC oil control valves, turbochargers, air compressors, fan clutches, water pumps, fan hubs, fan idler pulley assemblies, belt tensioners and vibration dampers upon the expiration date of TANA/ Cummins standard warranty.

Groff Tractor is not responsible for failures resulting from unauthorized modifications or alterations. Failures, other than those resulting from defects in material or factory workmanship, are not covered by this Plan.

Groff Tractor is not responsible for failures or damage resulting from what GTMA determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; over-fueling; over-speeding; lack of maintenance of cooling, lubricating or intake systems; improper storage, starting, warmup, run-in or shutdown practices; unauthorized modifications to the Engine. Or failure to complete daily checklist which will be provided to the customer by Tana at time of purchase.

Groff Tractor Mid Atlantic is also not responsible for failures caused by incorrect oil, fuel, or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil, or diesel exhaust fluid.

Delaware
Greenwood

Maryland
Aberdeen Frederick
Baltimore Upper Marlboro

New Jersey
Freehold
Totowa
Vineland

Pennsylvania
Folcroft



GT Mid Atlantic

(800) 218-9462

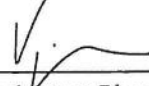
www.gtmidatlantic.com

In Witness Whereof, the undersigned have hereunto set their hands and seals the date first above written.

SIGNED AND AGREED TO BY:


DATE: 12-9-2021

Groff Tractor Mid Atlantic, LLC


By: Victor Riga, Vice President

DATE: 12/10/21

Salem County Improvement Authority


By: Julie A. Acton
Executive Director

Delaware
Greenwood

Maryland
Aberdeen Frederick
Baltimore Upper Marlboro

New Jersey
Freehold
Totowa
Vineland

Pennsylvania
Folcroft

**ADDENDUM TO
SALES ORDER, WASTE COMPACTION GUARANTEE AND TANA E SERIES LANDFILL
COMPACTOR STANDARD AND EXTENDED WARRANTY TERMS**

THIS ADDENDUM made this ____ day of _____, 2021, **BY AND AMONG**, the Salem County Improvement Authority, (hereinafter referred to as "SCIA" or "Buyer"), Tana North America, Ltd. & Humdinger Equipment Ltd., (hereinafter referred to as "Tana" or "Manufacturer") and Groff Tractor Mid Atlantic, LLC (hereinafter referred to as "Mid Atlantic" or "Seller"); and collectively referred to as the "Parties".

EQUIPMENT: Tana E520 Landfill Compactor, Serial Number: AT1299
(hereinafter the "Compactor")

IT IS UNDERSTOOD AND AGREED BY AND AMONG THE PARTIES, that the Sales Order, Waste Compaction Guarantee and the Tana E Series Landfill Compactor Standard and Extended Warranty Terms (the "Agreements") shall be amended as follows and to the extent that any language herein differs from the Agreements, the language in this Addendum shall control.

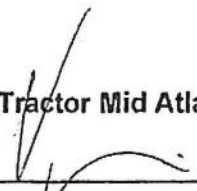
1. Mid Atlantic and/or Tana shall respond to calls for service on the Compactor when out of service within 24 hours of a call for service, Monday through Friday, exclusive of holidays; and
2. Mid Atlantic and/or Tana shall respond to calls for scheduled maintenance on the Compactor within four (4) business days, Monday through Friday, exclusive of holidays; and
3. All repair and maintenance work shall be completed on site at the Salem County Improvement Authority unless otherwise approved in writing, in advance by SCIA; and
4. In the event repairs are required to be done off site, Mid Atlantic and/or Tana shall be responsible for the payment of all transportation costs; and
5. In the event any warranty repairs cannot be performed or completed within three (3) business days, exclusive of holidays, SCIA's extended warranty shall be extended an additional 1.5 days for each day the Compactor is out of service, beginning at the loss of service and ending when the Compactor is back in service.
6. **IN ALL OTHER RESPECTS** the Agreements shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the date first above written.

SIGNED AND AGREED TO BY:

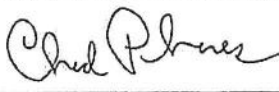
Date: 12/1/2021

Groff Tractor Mid Atlantic, LLC


By: Victor Riga, VP (L.S.)

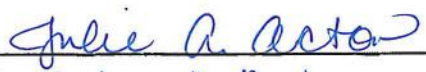
**Tana North America, Ltd. & Humdinger
Equipment Ltd.**

Date: 12-1-2021


By: _____ (L.S.)

Salem County Improvement Authority

Date: 12/10/21


By: Julie A. Acton (L.S.)
Executive Director